

SCHEDULE 2.2

RESALE SERVICES

The Resale Services provided hereunder and the rates for such Resale Services by Ameritech are those Telecommunications Services set forth in the Resale Tariff(s).

SCHEDULE 2.5

FORM OF AGREEMENT TO ASSUME AMERITECH CONTRACTS

This Agreement to Assume Ameritech Contracts is delivered by [Reseller], a _____ corporation with offices at _____ ("Reseller") to Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf of and as agent for Ameritech Illinois ("Ameritech") pursuant to that certain Local Exchange Telecommunications Services Resale Agreement dated the ____ day of _____, 1999 by and between the Parties (the "Resale Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning described in the Resale Agreement.

With the submission of any Orders in which Reseller is assuming a contract for a service that Ameritech provides to an end-user (e.g., Optional Calling Plans, Centrex Lines, Private Lines, ICBs, etc.), Reseller agrees to purchase for resale to the same end-user the telecommunications services described in each such contract subject to the terms and conditions of such contract including, any termination liability.

Reseller represents and warrants to Ameritech that, prior to submission of any Orders(s) for a service available under an assumed contract, each existing retail contract between Ameritech and the end-user will have been assigned in writing to Reseller by the end-user in accordance with the provisions of such retail contract. Reseller agrees to defend, indemnify and hold Ameritech harmless from any and all losses, costs, claims, damages, injuries, liabilities, and expenses (including attorneys' fees) from any claim by a third party, including an end-user, arising or relating to the assignment of the contract to Reseller.

ACCEPTED AND AGREED:

Reseller: _____

Signature: _____

Date: _____

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SCHEDULE 5.2

IMPLEMENTATION PLAN

[To be agreed upon by the Parties.]

SCHEDULE 5.3

SERVICE ORDERING AND PROVISIONING EI FUNCTIONALITY

The Provisioning EI will provide Reseller with the ability to:

a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:

- Billing telephone number/name/address
- Service Location Address
- Working telephone number(s) on the account
- Existing service and features
- Blocking
- CLASS Features
- Telephone Assistance Programs, Telephone Relay Service and similar services indicator
- Special Exemption Status indicator
- Directory Listing Information
- Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.

b) Obtain information on all features and services available;

c) Enter the Reseller Customer order for all desired features and services;

d) Assign a telephone number (if the Reseller Customer does not have one assigned);

e) Establish the appropriate directory listing;

f) Determine if a service call is needed to install the line or service;

g) Schedule dispatch and installation, if applicable;

h) Provide installation dates to Customer;

i) Order local intraLATA toll service and enter Reseller Customer's choice of primary interexchange carrier on a single, unified order; and

j) Suspend, terminate or restore service to a Reseller Customer.

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Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, Reseller shall be entitled to place orders to transfer a Customer to Reseller without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Reseller may request that the standard interval for provisioning will be expedited if Ameritech's standard intervals do not meet the Reseller Customer's requested due date. Orders will be expedited by Ameritech on the same basis as it expedites orders for itself and its subsidiaries, Affiliates and retail Customers.

SCHEDULE 5.11

RESALE MAINTENANCE PROCEDURES

1. Ameritech shall provide repair, maintenance, and testing, for all Resale Services in accordance with the terms and conditions of this **Schedule 5.11**.

2. Ameritech technicians shall provide repair service that is equal in quality to that provided to Ameritech Customers; trouble calls from Reseller Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is a Reseller Customer or an Ameritech Customer.

3. Ameritech shall provide Reseller with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to Reseller under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide Reseller notice of any scheduled maintenance activity which may impact Reseller's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact Reseller Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise Reseller promptly of any such actions it takes.

5. If service is provided to Reseller Customers before the EI for maintenance is established between Reseller and Ameritech, Reseller will transmit repair calls to Ameritech repair bureau by telephone, and agrees to reimburse Ameritech for Ameritech's costs to process such repair calls.

6. Ameritech repair bureau, including the Maintenance EI shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide Reseller a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Reseller shall receive progress reports and status-of-repair efforts via the maintenance EI. Ameritech shall, via the maintenance EI, inform Reseller of restoration of Resale Service after an outage has occurred.

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8. Maintenance charges for premises visits by Ameritech technicians shall be billed by Reseller to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and then use the signed form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to Reseller Customer premises shall be accomplished by Ameritech pursuant to a request received from Reseller. The EI established between the Parties shall have the capability of allowing Reseller to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

10. Upon receiving a referred trouble from Reseller, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for itself and its subsidiaries, Affiliates and retail Customers.

11. If (i) Reseller reports to Ameritech a trouble report with respect to a Resale Service, (ii) Reseller requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then Reseller shall pay Ameritech a trip charge per trouble dispatch and time charges per quarter hour, in each case at the then current rates applicable to Resellers in the Territory.

SCHEDULE 7.1

FORM OF REPRESENTATION OF AUTHORIZATION^{1/}

This Representation of Authorization is delivered by Party A, a _____ corporation with offices at _____ ("Party A") to Party B, a _____ corporation with offices at _____ ("Party B") pursuant to that certain Agreement dated as of _____, 1999 by and between the Parties (the "Resale Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Resale Agreement.

Party A hereby represents to Party B, for purposes of obtaining a Customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Party A, Party A acknowledges that it must obtain written authorization in the form of a signed letter ("Letter") that explicitly authorizes Party A to have access to the prospective Customer's CPNI. The Letter must be signed by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, Party A must submit to Party B the Letter. If Party A cannot provide a Letter, then Party B shall not provide CPNI to Party A.

2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Party A acknowledges that it must obtain (i) a Letter or (ii) authorization through other means permitted by Applicable Law that governs a PLEC change ("Documentation of Authorization"), in each case that explicitly authorizes Party A to change such Customer's PLEC and provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. Party A need not submit the Documentation of Authorization to

^{1/} For purposes of this **Schedule 7.1**, "Party A" means the carrier requesting access to a prospective Customer's CPNI and "Party B" means the Party that provides the CPNI. As provided in **Section 7.1**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 7.1**.

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process a service order. However, Party A hereby represents that it will not submit a service order to Party B unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

3. The Documentation of Authorization must clearly and accurately identify Party A and the prospective Customer. Party B will only disclose CPNI to agents of Party A identified in the Letter or Documentation of Authorization.

4. Party A acknowledges that if the PLEC of its prospective Customer is a carrier other than Party B, Party B may have incomplete, inaccurate or no CPNI on such prospective Customer. In such cases, Party A agrees that it, and not Party B, has the sole obligation to request the CPNI of such prospective Customer from that Customer's PLEC.

5. Party A shall retain all Documentation of Authorization in its files for as long as Party A provides Telephone Exchange Service to the Customer or for as long as Party A makes requests for information on behalf of the Customer.

6. Party A shall make Documentation of Authorization available for inspection by Party B during normal business hours. In addition, Party A shall provide Documentation of Authorization for Customers or prospective Customers to Party B upon request.

7. Party A is responsible for, and shall hold Party B harmless from, any and all Losses resulting from Party B's reliance upon Party A's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Party B or placing a service order with Party B for Telephone Exchange Service. In addition, Party A acknowledges that Party B makes no representation or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Party B shall have no liability to Party A in connection therewith.

8. If Party A fails to abide by the procedures set forth herein, Party B reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.

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9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until termination or expiration of the Resale Agreement.

Dated this ____ day of _____ 1999.

PARTY A

By: _____

Title: _____

Printed Name: _____

SCHEDULE 7.2

PROCEDURES FOR THE SELECTION OF PRIMARY LOCAL EXCHANGE CARRIERS

In the event that Reseller submits an order under this Agreement, and the Customer notifies Ameritech within the greater of ninety (90) days or two (2) billing cycles of the date Reseller submitted such order that it did not authorize Reseller to provide local exchange Telecommunications Services to such Customer ("Unauthorized Switching"), Reseller must provide Ameritech with that Customer's Documentation of Authorization within three (3) Business Days after Ameritech's request. In the event that Reseller cannot provide the Documentation of Authorization within three (3) Business Days, Reseller must within three (3) Business Days thereafter:

- notify Ameritech to change the Customer back to the carrier providing service to the Customer before the change to Reseller was made, and
- provide any information and billing records Reseller has obtained relating to such Customer to the prior carrier; and
- pay Ameritech \$50.00 per line to compensate Ameritech for switching the Customer back to the original carrier.

Reseller's Customer or Ameritech's Customers may request Ameritech to permit changes of their Primary Local Exchange Company (PLEC) only upon end user password-based notification to Ameritech that such Customer wishes to change its PLEC. In such a situation, Ameritech will not change such Customer's PLEC without such password-based notification.

SCHEDULE 8.7

RESALE PERFORMANCE ACTIVITIES^{2/}

A. Installation

1. Installation Intervals

a. POTS

(1) Percentage Installed on Time

(2) Installation Interval More Than Six (6) Business Days

b. HICAP: Percentage of Missed Appointments

c. SUBRATE: Percentage of Missed Appointments

2. New Service Failures

a. POTS: Percentage of New Service Failures During First Seven (7) Calendar Days from Installation Date

b. HICAP: Percentage of New Service Failures During First Thirty (30) Calendar Days from Installation Date

c. SUBRATE: Percentage of New Service Failures During First Thirty (30) Calendar Days from Installation Date

B. Repair

1. Time to Repair

a. POTS: If and as required by the Commission, out-of-service in excess of twenty-four (24) hours

^{2/} As applicable, measured from the date/time of Ameritech's receipt of an accurate, complete and valid Service Order.

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- b. HICAP: Percentage of Repairs Not Completed within two (2) hours
- c. SUBRATE: Percentage of Repairs Not Completed within three and one-half (3½) hours

2. Percentage of Initial Trouble Reports

Percentage of Code 4 Troubles

C. Time to Provide Firm Order Confirmation

- 1. Switched Services: Percentage of Firm Order Confirmations Provided within four (4) Business Days of Receipt of Service Order
- 2. HICAP Services: Percentage of Firm Order Confirmations provided within one (1) Business Day of Receipt of Service Order

D. Speed of Answer – Measured on an aggregate basis of all calls placed to:

- 1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds
- 2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.
- 3. Operator Services: Toll Assistance Speed of answer (seconds).
- 4. Operator Services: Directory Assistance Speed of answer (seconds).

SCHEDULE 8.8

DIRECTORY LISTINGS

1.0 Directory Listings For Reseller Customers. Ameritech shall cause the Publisher to include Primary Listings of Reseller's Customers ("**Reseller Directory Customers**") in Publisher's White Pages Directories under the following terms and conditions:

1.1 Ameritech will publish Reseller Directory Customer's primary white page listing at no charge provided that the Reseller's Customer's listing NPA/NXX and service address falls within an identifiable Ameritech exchange.

1.2 Listings of such Reseller Directory Customers will be interfiled with listings of Customers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

1.3 Ameritech or its Publisher must receive all Primary Listings of Reseller Directory Customers prior to the service order close date for the directory in which those listings are to appear.

1.4 Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Reseller Directory Customers that are provided to Ameritech or its Publisher.

1.5 Nothing in this Agreement shall restrict Ameritech or its Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories.

2.0 Listing and Listing Updates. Reseller will provide Reseller Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

2.1 Reseller shall provide its Reseller Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher. Reseller acknowledges that Ameritech or its Publisher may impose a charge for changes to Reseller Directory Customer Listings previously provided by Reseller to Ameritech or its Publisher.

2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Reseller Directory Customer, Reseller shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher.

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2.3 Reseller will cooperate with Ameritech or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Reseller's Listing Updates to Ameritech. Mechanization will be completed by the earlier of (i) six (6) months after the Service Start Date or (ii) upon Reseller providing Ameritech two hundred (200) listing updates per day.

2.4 Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Reseller; provided, however, that Ameritech will not:

- (a) Disclose nonlisted name and address information to any third person, except as may be necessary to perform other services contemplated under this Agreement;
- (b) Disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) Sell or license such Customer listing information sorted by carrier; or
- (d) Disclose listing information for individual cases where Reseller has notified Ameritech not to include listing for third party publication.

2.5 Publisher may enter into a separate directory services agreement that provides for (i) directory listings and delivery of directories to facilities-based Customers of Reseller, (ii) additional services to Reseller's Resale Customers, and/or (iii) other directory services to Reseller.

SCHEDULE 9.2

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

Please initial:

W-J

Reseller elects to bill and collect for Ancillary Service Traffic subject to the terms and conditions of this Schedule 9.2.

1.0 Definitions

In addition to the definitions set forth in Section 1.1, the following terms have the meanings specified below:

"555" is a service in which Providers offer information services for a fee to Callers who dial a number using the "555" prefix.

"976" is a service in which Providers offer audio services for a fee to Callers who dial a number using the "976" prefix.

"Abbreviated Dialing" is a service in which Providers offer information services for a fee to Callers who dial a telephone number with less than seven digits.

"Ancillary Services" or "Ancillary Services Traffic" include, but are not limited to, Abbreviated Dialing, Information Service Traffic (including 555 services and 976 services), CPP Cellular services and CPP Paging services.

"Caller" is the individual or entity placing a call to an Ancillary Service and who thereby agrees to pay a charge associated with placing the call.

"Calling Party Pays Cellular" or "CPP Cellular" is a service where a Caller placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Caller giving the Caller the option to accept the charges to end the call without incurring charges.

"Calling Party Pays Paging" or "CPP Paging" is a service where a Caller placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the Caller giving the Caller the option to accept the charges or to end the call without incurring charges.

"Provider" is the entity which offers an Ancillary Service to a Caller.

BILLING AND COLLECTION SERVICES

2.1 Billing Services

Ameritech will provide Reseller with formatted records for each Ancillary Services billable call in accordance with each Provider's requested rates as specified in Exhibit A.

Reseller shall confirm receipt of such formatted records within twenty-four (24) hours of receipt. Reseller will render bills on behalf of Ameritech on Reseller's bills to Reseller's Customers in accordance with standard Reseller billing processes and in the format specified in Exhibit B ("Bill Displays"). Reseller must bill for all calls using the Ancillary Services when those calls are contained on the formatted records. Reseller shall bill all calls within thirty (30) days of receiving the tape.

Reseller must comply with all federal and state requirements applicable to the provision of the Billing Services.

Reseller will provide Billing Services to Ameritech for the Ancillary services described in this Agreement and for additional Ancillary services that may be developed during the term of this Agreement.

2.2 Collection Services

Reseller will provide collection services in connection with bills rendered by Reseller ("Collection Services"). These Collection Services consist of:

- Collecting payments remitted by Reseller's Customers for calls placed to Ancillary Services billed hereunder;
- Adjusting Customer bills for Ameritech as set forth in Paragraph 6.0 of this Schedule 9.2;
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in Paragraph 5.0 of this Schedule 9.2;
- Undertaking preliminary collection activity for delinquent accounts.

When an account being treated for collection by Reseller remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated,

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Reseller may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer's bill.

2.3 Administration.

Attached as Exhibit C is a description of the process flow, record types, and report format for the Settlement process under this Schedule 9.2.

3.0 **COMPENSATION TO RESELLER**

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in Exhibit D.

4.0 **CHANGES TO PROVIDER'S SERVICES AND RATES**

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Reseller information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. This information shall be provided as described in Exhibit E. Reseller's Customers who place calls to a Provider's service will be invoiced monthly for all billable Ancillary calls submitted by Ameritech. The charges for such submitted billable Ancillary Service calls will be shown on the Caller's bill in the format specified in Exhibit B.

5.0 **SETTLEMENT WITH RESELLER**

The amount due to Ameritech shall be the total of all billable charges submitted to Reseller, less:

- a. All charges due Reseller under Section 3.0 of this Schedule 9.2;
- b. Amounts declared uncollectible as provided in Section 7.0 of this Schedule 9.2;
- c. Adjustments as provided in Section 6.0 of this Schedule 9.2;

Taxes collected from end user.

Reseller shall provide Ameritech with monthly reports of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and end user taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in Exhibit C. The monthly statement is due to Ameritech by the fifth business day of every month. Payment of amounts owed to Ameritech by Reseller shall be due within thirty

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(30) days from the date of the monthly report. Late charges on past due amounts shall accrue interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is lower.

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 ADJUSTMENTS

Reseller may remove a disputed charge from a Customer's account within sixty (60) days from the date of the message, provided that notice of the adjustment is given by Reseller to Ameritech within sixty (60) days from the date of the message. The form and procedure of this notice is specified in Exhibit F.

7.0 UNCOLLECTIBLES

Reseller may recourse to Ameritech an actual uncollectible amount from a Customer's account, provided that notice of the recourse of the uncollectible amount is given by Reseller to Ameritech within one-hundred twenty (120) days from the date of the message. The form and procedure of this notice is specified in Exhibit F.

8.0 TAXES

8.1 Taxes Imposed on Services Performed by Reseller. Reseller shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on Reseller's performance of Services under this Agreement.

8.2 Taxes on Ancillary Services. Reseller shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in Exhibit E. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Reseller of this information and pursuant to this Agreement Reseller shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Reseller shall identify the amount of taxes and type of taxes, by Provider. Ameritech shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

Reseller shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Reseller shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in the Guidelines.

EXHIBIT A

DAILY USAGE INFORMATION

Ameritech will send daily usage tapes, in EMR standard format, to Reseller containing the following message information for services specified in this agreement:

- date of the call
- calling number
- called number
- duration of call
- charge for the call excluding taxes
- identity of Provider (IP's Pseudo CIC Code as shown on the EMR record, in the CIC Code field, positions 166 and 150-153)

EXHIBIT B

GENERAL GUIDELINES AND BILL DISPLAYS

General Guidelines:

- (1) Per regulatory guidelines, Provider's itemized call detail need to appear on a separate section or separate page of end user's bill.
- (2) Adjustments must be shown on the end user's bill. Adjustments may be shown as individual line items or as a total adjustment amount.
- (3) The adjustment phrase on the user's bill will read:

976 Information Provider Adj.
Adjustments CPP/C
Adjustments CPP/P
- (4) See Bill Displays on pages 61 and 62.

EXHIBIT B
976 BILL DISPLAY

(1) IMPORTANT INFORMATION Charges for 976 messages are for non-telecommunications services. You have 60 days of this bill to dispute a billing error. You also have the right to withhold payment of the disputed charges during the billing error review. No collection activity for disputed charges will occur while the charges are under investigation. Your local and long distance service cannot be disconnected for non-payment of 976 charges. After investigation if it is determined that the disputed charges are legitimate, the Information Provider may proceed with outside collections against your account. Failure to pay legitimate 900 charges may result in involuntary blocking of access to 976 services. Voluntary blocking of access to 976 services is available upon request from your local Exchange Provider.

(2) No.	(3) Date	(4) Time	(5) Place Called	(6) Number	(7) Code	(8) Min	(9) Amount	(10) Total 976 Calls
1	5-27	924A	WEATHER IL	312 976 1212		1	.65	
2	6-16	1040P	RACINGXTRA IL	312 976 2222		2	1.70	
3	6-16	1042P	RACINGXTRA IL	312 976 2222		1	.85	
4	6-16	1055P	SPORTSPHN IL	312 976 1313		1	.85	
5	6-16	1056P	RACINGXTRA IL	312 976 2222		1	.85	
6	6-16	1056P	SPORTSPHN IL	312 976 1313		1	.85	
7	6-16	1057P	WEATHER IL	312 976 1212		1	.85	
8	6-16	1105P	RACINGXTRA IL	312 976 2222		1	.85	
(11) 976 Information							7.65	
Provider Adj.							0.00	

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LEGEND:

- (1) Important Information = End User's rights for Pay-Per-Call Services.
- (2) No. = Message Number
- (3) Date = Date of message
- (4) Time = Time of the call
- (5) Place called = Name of 976 Program
- (6) Number = Telephone number of 976 Program
- (7) Code = Not Applicable
- (8) MIN. = Length of call in minutes
- (9) Amount = Amount of the Call (rate on daily usage feed)
- (10) Total 976 Calls = Total Amount due for all 976 calls
- (11) Adjustments = Adjustments per line item or total adjustment amount.

EXHIBIT B
CPP CELLULAR AND CPP PAGING BILL DISPLAY

(1) No.	(2) Date	(3) Time	(4) Place Called	(5) Number	(6) Code	(7) Min	(8) Amount
CALLS TO PAGING NETWORK, INC.							
1	12-1	1028A	MOBILE USE CH	312 000 0002	AD	1	.25
2	12-1	1029A	MOBILE USE CH	312 000 0002	AD	1	.25
3	12-1	1029A	MOBILE USE CH	312 000 1234	AD	4	1.00
Subtotal							1.50
CALLS TO FREEDOM PAGE							
9	12-1	1028A	MOBILE USE CH	312 000 0001	AD	1	.25
10	12-1	1029A	MOBILE USE CH	630 000 1234	AD	1	.25
11	12-1	1029A	MOBILE USE CH	312 000 0001	AD	1	.25
12	12-2	1028A	MOBILE USE CH	312 000 0001	AE	1	.25
(9) Subtotal							1.00
CALLS TO AMERITECH CELLULAR							
15	12-1	1028A	MOBILE USE CH	708 000 2468	AD	1	.20
16	12-1	1028A	MOBILE USE CH	708 000 1357	AD	1	.20
17	12-1	1028A	MOBILE USE CH	312 000 0009	AD	11	2.20
Subtotal							2.60
CALLS TO CELLULAR ONE							
25	12-2	1046A	MOBILE USE CH	312 000 6779	AE	1	.40
26	12-3	1047A	MOBILE USE CH	312 000 6779	AE	3	1.20
Subtotal							1.60
(10)	Total Itemized Calls						.70
(11)	Adjustments CPP/P						0.00
Adjustments CPP/C							0.25

LEGEND:

(1) No. = Message Number

(2) Date = Date of message

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- (3) Time = Time of the call
- (4) Place called = MOBILE USE CH
- (5) Number = Called Number
- (6) Code = Code: Time of day
 - AD = Day
 - AE = Evening
 - AN = Night and weekend
- (7) MIN. = Length of call in units
- (8) Amount = Amount of the Call (rate on daily usage feed)
- (9) Subtotal = Subtotal Per Provider
- (10) Total Itemized Calls = Total Amount due for all cellular and paging services
- (11) Adjustments = Adjustments per line item or total adjustment amount per service

EXHIBIT C
SETTLEMENT STATEMENT GUIDELINES

See the 976, CPP/C and CPP/P flow for Resellers

Separate Settlement Statement required by service type, per state. See Settlement Statement Format on Pages 7 and 8.

Use Pages 9-14 for data exchange guidelines.

Use the following information for sending the electronic details, Settlement Statement and payments to Ameritech.

Electronic data:

Arrangements will be worked out with each Reseller based on Reseller's Questionnaire.

Send Settlement Statement to:

AIIS- Billing Operations

804 N. Milwaukee St. - Third Floor
Milwaukee, WI 53202
Tel: (414) 678-3159
Fax: 1-800-858-6960

Bank information:

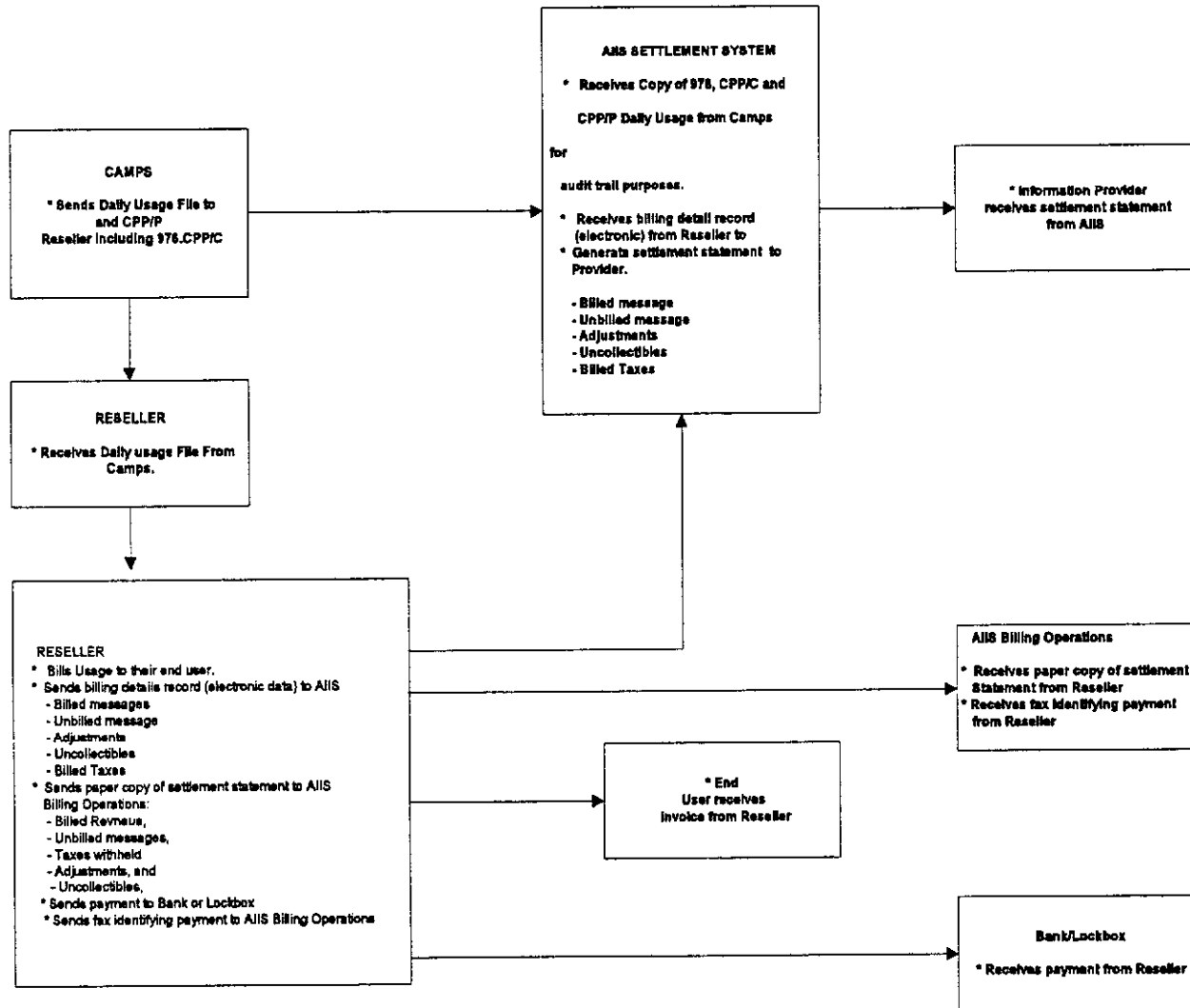
Ameritech-Resale Account
P.O. Box 689775
Milwaukee, WI 53268-9775

Wire Transfer information:

Bank-One Milwaukee
Account Number: 020904860
Reference Lockbox Number: 689775
ABA Routing Number: 075000019

In addition, fax a transmittal referencing lockbox number and service type to AIIS Billing Operations at the address listed above.

**Agreement for the Provision of Billing and
Collection Services for Ancillary Services
Exhibit C
976.CPP/C. and CPP/P Flow For Resellers**

**EXHIBIT C**

SETTLEMENT STATEMENT FORMAT

RESELLER NAME

PURCHASE OF ACCOUNTS RECEIVABLE STATEMENT-SERVICE TYPE

CARRIER: Ameritech - IL
BILL MONTH: JAN., 1997
PAGE: 1 OF 2
ISSUE DATE: 2/5/97
DUE DATE: 3/5/97
INVOICE NO.: 12345

Total Billed Revenue	\$ 1,000.00
Total Billed Taxes	\$ 180.00
Federal Tax	\$ 75.00
Detail by IP	
IP #1	\$ 50.00
IP#2	\$ 25.00
State Taxes	\$ 40.00
Detail by IP	
IP#1	\$ 30.00
IP#2	\$ 10.00
Local Taxes	\$ 65.00
Local Tax 1 (Identify Taxing Authority)	
Detail by IP	
IP#1	\$ 10.00
IP#2	\$ 5.00
Local Tax 2 (Identify Taxing Authority)	
Detail by IP	
IP#1	\$ 5.00
IP#2	\$ 5.00

LEGEND:

Carrier = Ameritech - (State), State = IL, IN, MI, OH, WI

Invoice NO = ?

IP#N = Information Provider Name

EXHIBIT C
SETTLEMENT STATEMENT FORMAT

RESELLER NAME
PURCHASE OF ACCOUNTS RECEIVABLE STATEMENT-SERVICE TYPE

CARRIER: Ameritech - IL
 BILL MONTH: JAN., 1997
 PAGE: 1 OF 2
 ISSUE DATE: 2/5/97
 DUE DATE: 3/5/97
 INVOICE NO.: 12345

3.	Resourced Adjustments/Uncollectibles	\$100.00	
	Adjustments	\$ 40.00	
	Detail by IP	\$ 15.00	
	IP #1	\$ 25.00	
	IP#2	\$ 10.00	
	Federal Tax		
	Detail by IP	\$ 5.00	
	IP#1	\$ 5.00	
	IP#2	\$ 25.00	
	State Taxes		
	Detail by IP	\$ 10.00	
	IP#1	\$ 15.00	
	IP#2	\$ 25.00	
	Local Taxes		
	Local Tax 1 (Identify Taxing Authority)		
	Detail by IP	\$ 10.00	
	IP#1	\$ 5.00	
	IP#2		
	Local Tax 2 (Identify Taxing Authority)		
	Detail by IP	\$ 5.00	
	Adjust IP#1	\$ 5.00	
	Late P IP#2	\$1,080.00	
	Net Due (Line 4+5)	\$ 50.00	
		\$1,130.00	
	Billing Service Charge (7D*\$.03)	(\$ 295.35)	10,000
	Total Messages	(5)	
	Duplicate Messages	(150)	
	Unbilled Messages	9,845	
	Total A D. Actual Messages Billed		
		\$ 834.65	

EXHIBIT CRECORD TYPES FOR DATA EXCHANGE

Record Type	CPP	PPP	976
DAILY USAGE TO CLEC	010133	010133	010116
HEADER	202201	202201	202201
TRAILER	202202	202202	202202
BILL REVENUE OR UNBILLABLE USAGE FROM CLEC	010133	010133	010116
HEADER	202203	202203	202203
TRAILER	202204	202204	202204
ADJUSTMENTS/UNCOLLECTIBLES FROM CLEC	450133	450133	450116
HEADER	202219	202219	202219
TRAILER	202220	202220	202220
TAX SUMMARY FROM CLEC	RITR01	RITR01	RITR01
HEADER	202203	202203	202203
TRAILER	202204	202204	202204

A copy of all messages received by the Reseller from CAMPS for end-user billing of Ancillary Services should be sent to AIIS with the Return Code (pos. 70-71) populated with one of the Bellcore standard values. Some expected values to be used in this case are:

- 00 - no return code; the call was billed to the end-user
- 06 - the end Customer has already been disconnected
- 09 - other; there is no return code to match the reason
- 10 - the Customer does not belong to the CLEC receiving the billing record
- 38 - the Customer has uncollectible final account status
- 39 - duplicate record
- 40-99 - represent invalid or unreadable formatting in the records; refer to Bellcore guide (may use 40 for all if guide is unavailable)

EXHIBIT C
RECORD TYPES FOR DATA EXCHANGE

Those messages returned with value 00 are expected to have been used in the calculations of the Total Billed Revenue on the Purchase of Accounts Receivable Statements. Those with values greater than 00 are counted on the statements as Unbilled Messages. All messages for all statements for the month for a specific Issue Date may be placed in one file with the header and trailer given above unless the file exceeds 100,000 records.

The Reseller must populate these fields in the 202203 and 202219 headers:

- Record ID
- Date Created
- Invoice Number (2-digit sequence number per dataset name for tracking missing files)
- Local IC Info (pos. 40-46) must contain the Reseller's ID:
 - the ACNA in positions 40-42
 - the CIC in positions 43-45
 - space filler in position 46
- Reserved area at positions 123-127 must contain the last five digits of the Invoice Number of the Purchase of Accounts Receivable Statement
- Host Receipt Date (pos. 129-134) must match the Issue Date of the Purchase of Accounts Receivable Statements

The Reseller must populate these fields in the 202204 and 202220 trailers:

- Record ID
- Date Created
- Grand Total Count (pos. 111-117) must contain the number of records or messages in the file not including the header or trailer.

Adjustments and Uncollectible billed charges must be returned in record types 450133 and 450116. These are 175 byte records with an added module containing billing name and address information. The following fields must be populated in these records (here we are employing non-standard use of some of the data fields):

- Record ID
- Date Created
- From Number
- Customer Code (if applicable)
- To Number
- Customer Code (if applicable)
- Adjustment Amount (signed decimal field)

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- Connect Time (of original call)
- Connect Date (of original call; use Date of Record field)
- Adjustment Reason (extended into From OCN field) as:
 1. Adjustment Reason (pos. 70-71) values:
 - A = adjustment
 - U = uncollectible/writeoff
 2. Adjustment Type (pos. 72-74) values:
 - CNC = Call not completed
 - CTO = Cut off
 - DAK = Denies all knowledge (see Reason Code Modifier below)
 - INR = Incorrect rate
 - PTR = Poor transmission
 - RCG = Rebill
 - SIA = Uncollectible final bill
 - TNC = Disputed call duration
 - WNO = Wrong number reached
 3. Adjustment Type Modifier (pos. 75); only used when Adjustment Type is DAK, values:
 - A = Refusal to pay
 - D = Denies all knowledge - other
 - E = Duplicate billing
 - F = Fraud
 - L = PIC change not authorized
 - M = Misquoted charges
 - S = Customer unaware of info service charges
 - T = Paid directly to provider
 - U = Misleading advertising, info service
 - V = Never received info or offering, product damaged or poor quality
- Non-published indicator (use pos. 76 of From OCN field) values:
 - N = Customer's number is not published
 - P = Customer's number is published
- Billing Number
- Billed Date
- Settlement Period (Issue Date of PAR)
- Indicator 14 should have value of '5' to indicate the existence of Module 006-A
- Billing Name and Address Module 006-A (starts at position 176) follow exhibit C-2
- Ending Module 999-A

Billed and adjusted taxes are to be returned in record types RITR01. (Format TBD)

**Billing Name and Address
Module 006-A**

Number			Version	Module ID	Module Length
001	002	003		Name/Address Indicator	X
004			A		9
005	006	007			9
008	009				X
010	-	034		Billing Name	X
035	-	059		Billing Name/Address	
060	-	084		Billing Name/Address	X
085	-	109		Billing Name/Address	X
110-134				Post Office, State, Zip Code	X

Field Characteristics

9 - Numeric
X - Alphanumeric

Module Description

A 134-position module consisting of a 2-digit; **Name/Address Indicator**, a 25 position **Billing Name** field, two 25-position **Billing Name/Address** fields, a 25-position **Billing Address** and a 25-position **Post Office, State, ZIP Code** field.

This module is designed for use whenever a billing name and address must be associated with a record (e.g., billing name and address associated with a post-billing adjustment).

The content of this module are designed by the **Name/Address Indicator** as follows:

21=Name 1, Post Office 5
23=Name 1, Name/Address 2, Name/Address 3, Post Office 5
27=Name 1, Name/Address 2, Name/Address 3, Address 4, Post Office 5
37=Name 1, Name/Address 2, Name/Address 3, Address 4, Post Office 5

NOTE: Fields not used will be overlaid with next used field. For example, if Name/Address 2, Name/Address 3, and Address 4 are not used, Post Office 5 will be in the second field (Name/Address 2) and the Name/Address Indicator will be set to 21.

The **Name/Address Indicator** is numeric.

The **Billing Name**, **Billing Name/Address**, **Billing Address** and **Post Office, State, Zip Code** fields are to be alphanumeric, left justified, with trailing blanks.

End of Modules**Module 999-A**

||

Number	Version	Module ID
001	999	A
002		X
003		
004		
999		

||

Field Characteristics

9 - Numeric

X - Alphanumeric

Module Description

A 4-position module indicating that there are no more modules appended to this record.

This module must be placed at the end of a record which contains at least one module.

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EXHIBIT D

RESELLER COMPENSATION

Rate per billed message:

\$0.03

EXHIBIT E

PROVIDER'S INFORMATION

Initial Notification:

Ameritech will fax a copy of the 976, CPP/C, CPP/P Sponsor and Program List to Reseller within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Reseller	_____
Contact Name	_____
Phone Number	_____
Fax Number	_____
Pager Number	_____
Address	_____
City/State	_____
Zip Code	_____

NOTE: Call the Resale Service Center at 1-800-924-3666 with questions regarding Sponsors and Program Lists.

Updates:

Ameritech will fax to the Reseller 976, CPP/C, CPP/P Program changes, additions and/or deletions as they become available.

EXHIBIT F

GENERAL INFORMATION

Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.

Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.

Adjustments - a dollar amount, either partial or full, that is credited to a Customers account. The primary reason for adjustments are typically Customers denying the call was made from their phone.

Uncollectible - the amount of a callers phone bill that has undeniable charges that have never been paid by the caller. Undeniable charges are determined by the state regulatory commissions and are typically Pay-Per-Call services. When a caller's service is being terminated for non-payment, the Pay-Per-Call charges are written off as uncollectible and passed back to the Information Provider. The remainder of the bill is what must be paid by the caller to reinstate their service.

Access to 976 service is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a caller can be connected to parties other than the IP for the purpose of establishing a conference call.

Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.

Collect and person-to-person calls to CPP/C and CPP/P are not allowed.

Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.

976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.

Call Blocking will be provided only where CO facilities permit.

Call Blocking may not be limited to specific programs.

Call Blocking does not block calls to other telephone companies' numbers.

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Call Blocking does not block long distance charges.

Reseller reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's service.

The first time an end user specifically disputes Pay-Per-Call charges, end user must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on end user's bill. Inform end user that the Information Provider may pursue collection of charges directly with end user.

After the end user specifically disputes charges, inform end user that mandatory blocking will be established on end user's line and disputed amount is adjusted accordingly on end user's bill. Inform end user that the Information Providers may pursue collection of charges directly with end user.

Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after second request.

On the database, call adjustments granted as the result of poor transmission, call not completed or calls completed due to company failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).

Michigan Only: Reseller-initiated Blocking can be added or removed as needed. Blocking can remain on the account until adjustments are cleared. There is no time limit on how long blocking can be in effect.

Every reasonable effort should be made to collect legitimate Pay-Per-Call charges. However, Reseller must not intentionally disconnect local exchange telephone service for nonpayment of Pay-Per-Call charges.

Blocking must be imposed on those Customers who refuse to pay legitimate Pay-Per-Call charges.

SCHEDULE 10.6

LAW ENFORCEMENT INTERFACES

1.0 Introduction. Consistent with Applicable Law, it is necessary for Reseller and Ameritech to provide interface requirements to allow Reseller to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies ("**Law Enforcement Process**"). The Law Enforcement Process will enable Reseller to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire tap, wire trace, fraud control, physical security and subpoena management.

2.0 Law Enforcement. Definition - The Law Enforcement Process assures that Reseller (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When Reseller must initiate a wire trap or trace as a result of its Customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. Reseller (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency's name, officer's name and case or report number.

3.2.2. Reseller shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of Reseller Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. Reseller shall contact the AACB to renew the trap beyond twenty-one (21) days.

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3.2.4. The AACB shall provide to Reseller a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, Reseller shall advise its Customer to contact its local Law Enforcement Agency and to provide Reseller with required information to initiate a trap or call trace. Reseller will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Reseller shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide Reseller representatives with an emergency security contact number.

3.2.7. Reseller's Customer must contact Reseller with the dates and times of the unwanted calls. Reseller shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to Reseller informing Reseller of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that Reseller provided to the AACB. Reseller shall inform its Customer of the results of the investigation.

3.2.9. If Reseller Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call Reseller.

4.0 Wire Intercept.

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of Reseller Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the Reseller Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1. Definition - Requests from law enforcement agencies to conduct a "form" of identifying calls dialed by Reseller Customers in local Exchange Areas. A pen register is a

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mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept Section 4.1.

6.0 Trace.

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the Reseller Customer (via Reseller) or court order, law enforcement officials request a record of calling numbers to the premises of the Reseller Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Reseller direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding Reseller Customers. If the law enforcement agency serves Reseller the original subpoena, Reseller shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify Reseller of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

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7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to Reseller's Customers are pending further discussions with Ameritech.